

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496698

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JOURNAL MULTIMEDIA CORPORATION	FORMERLY JOURNAL MULTIMEDIA, INC.	05/02/2016	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	GateHouse Media Pennsylvania Holdings, Inc.		
Street Address:	175 Sully's Trail, 3rd Floor		
City:	Pittsford		
State/Country:	NEW YORK		
Postal Code:	14534		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4553529	LEHIGH VALLEY BUSINESS	
Registration Number:	4412382	LEHIGH VALLEY BUSINESS	
CORRESPONDENCE DATA			
Fax Number:	2165669711		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2165669700		
Email:	75628@rankinhill.com		
Correspondent Name:	RANDOLPH E. DIGGES, III		
Address Line 1:	23755 LORAIN ROAD, SUITE 200		
Address Line 4:	NORTH OLMSTED, OHIO 44070		
NAME OF SUBMITTER:	Randolph E. Digges, III		
SIGNATURE:	/Randolph E. Digges, III/		
DATE SIGNED:	11/03/2018		
Total Attachments: 5			
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OP \$65.00 4553529

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** ("Assignment Agreement") is made and entered into as of May 2, 2016, but effective for all purposes as of 12:01 AM on May 1, 2016, by and between **Journal Multimedia Corporation**, a Pennsylvania corporation (the "Assignor") and **GateHouse Media Pennsylvania Holdings, Inc.**, a Delaware corporation (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated April 12, 2016, as amended (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, among other assets, its entire right, title and interest in and to all trademarks, trademark applications, service marks, trade names, logos and trade dress, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof, owned by Assignor and related to the Business, including those specified on **Exhibit A** hereto (collectively, the "Assigned Trademarks").

NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby:

1. Assigns, transfers, sells and conveys, and confirms that it has assigned, transferred, sold and conveyed to Assignee its entire right, title, and interest in and to the Assigned Trademarks, including all goodwill associated therewith, and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct and, at Assignee's cost, to record and register this Assignment Agreement upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. Assignor shall, at Assignee's cost, take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.
3. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment Agreement.

4. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
5. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.
6. This Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

ASSIGNOR:

Journal Multimedia Corporation

By:  _____

Name: David A. Schankweiler

Title: Chief Executive Officer

ASSIGNEE:

GateHouse Media Pennsylvania Holdings, Inc.

By: _____

Name:

Title:

(Signature Page to Assignment of Trademarks)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

ASSIGNOR:

Journal Multimedia Corporation

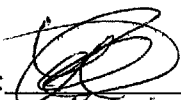
By: _____

Name: David A. Schankweiler

Title: Chief Executive Officer

ASSIGNEE:

GateHouse Media Pennsylvania Holdings, Inc.

By:  _____

Name: Keri Curtis

Title: CEO

(Signature Page to Assignment of Trademarks)

EXHIBIT A

TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

1. Reg. No. 4,553,529, for LEHIGH VALLEY BUSINESS for the services: "Publication of texts, books, magazines and other printed matter; publishing of electronic publications; non-downloadable webinars in the field of business news," as registered June 17, 2014.
2. Reg. No. 4,412,382 for LEHIGH VALLEY BUSINESS for the services: "Promotional sponsorship of business-related events; entertainment and educational admission venue control services, namely, the remote verification of ticket validity upon presentation of tickets at an entertainment venue; arranging of subscriptions for the publications of others," as registered October 1, 2013.
3. Reg. No. 3,377,403 for NJBIZ for "Providing downloadable electronic publications in the nature of newspapers, newsletters, lists and directories in the field of business; Publications, namely, newspapers, journals, newsletters all in the field of business; magazine supplements to newspapers in the field of business; Subscriptions to electronic journals; advertising and marketing; providing an online directory information service featuring information regarding business; arranging and conducting marketing promotional events for others; and Publication of electronic newspapers and newsletters via a global computer network; newspaper publishing; providing recognition and incentives by way of awards to demonstrate excellence in the field of business," as registered February 5, 2008.